

2211

ORIGINAL
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COLLECTIVE BARGAINING AGREEMENT

TOWNSHIP OF LONG HILL

PBA LOCAL 322

January 1, 1996 to December 31, 1998

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THIS AGREEMENT made the ____ day of _____, 1995 by and between the **TOWNSHIP OF LONG HILL**, in the County of Morris, a municipal corporation of the State of New Jersey, hereinafter called "Township"; and the **LONG HILL TOWNSHIP POLICE BENEVOLENT ASSOCIATION, Local 322** (hereinafter called "Association", "PBA" or Local "322");

In consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE I - RECOGNITION

The Township recognizes the POLICE BENEVOLENT ASSOCIATION, Local 322, a negotiating unit composed of all patrolmen and sergeants of the Long Hill Township Police Department ("police officers" or "officers") which has been duly certified by the New Jersey Public Employment Relations Committee ("PERC") as the exclusive representative for purposes of collective negotiations with the Township. Both parties to this Agreement agree that the negotiations have been conducted in good faith regarding grievances and terms and conditions of employment.

ARTICLE II - TERM

The term of this Agreement shall be for the 3 year period commencing on January 1, 1996 to and including December 31, 1998.

ARTICLE III - APPLICABILITY

The provisions of this Agreement shall apply only to the negotiating unit described in Article I of this Agreement.

ARTICLE IV - SALARIES

Section 1. Salaries shall be increased by 4% effective January 1, 1996, 4.5% effective January 1, 1997 and 4.9% effective January 1, 1998 so that the base salaries of all officers covered by the agreement shall be as follows:

	<u>1996</u>	<u>1997</u>	<u>1998</u>
Sergeant I	\$58,309	\$60,933	\$63,918
Sergeant II	\$56,260	\$58,792	\$61,672
Officer I	\$53,025	\$55,412	\$58,127
Officer II	\$47,111	\$49,231	\$51,643
Officer III	\$41,985	\$43,874	\$46,024
Officer IV	\$37,787	\$39,488	\$41,423
Officer V	\$35,202	\$36,786	\$38,589
Probationary Officer	\$29,000	\$30,305	\$31,790

No officer shall receive any "longevity increment."

Section 2. In the event that a police officer is assigned to serve as a detective during his term in office, said detective shall receive additional compensation of 80 cents per hour for all time that he is on call. In addition, detectives shall receive an annual stipend of \$1,500.00 which shall be prorated for the period in which they were detectives. Both parties recognize and agree that assignments by the Chief to and from the detective bureau are a management prerogative and are thus not negotiable, grievable or arbitrable.

ARTICLE V -IN-GRADE PROMOTIONS

After twelve (12) months in grade, (or in the case of probationary officers, twelve (12) months after graduation from the police academy), an officer shall be eligible to be promoted to the next step within his rank. An in-grade promotion may be awarded by the Chief of Police in the exercise of reasonable discretion. In considering whether to promote an officer within his grade, the Chief shall consider whether the officer's level of performance and whether there is a record of misconduct or disobedience of rules and regulations established for the government of the police department. The failure of the Chief to award an in-grade promotion to an eligible officer shall be grievable pursuant to the provisions of Article XXVI of this agreement.

ARTICLE VI - PAY PERIOD

The existing payroll procedure shall be continued during the term of the agreement.

ARTICLE VII - VACATIONS

A. For the term of this Agreement an officer shall be entitled to vacation as follows:

1. During the first calendar year of employment by the Township, eight (8) hours of vacation for each month worked during that calendar year not to exceed forty (40) hours.
2. More than one year of service:

<u>Years of Continuous Service Completed</u>	<u>Hours of vacation</u>
1 to 5	80
6 to 11	120
12 to 20	160

The amount of vacation depends upon the amount of continuous service that the officer will attain before the calendar year ends.

B. Each officer who has served in the employment of the Township for more than twenty (20) years, shall be granted eight (8) hours of additional vacation time for each year over twenty (20) up to a maximum of forty (40) additional hours.

C. Officers shall receive pay for vacation on the basis of regular salary for the period involved.

D. Except as provided in paragraph F, vacation benefits shall not accrue or be accumulated beyond the year of entitlement and shall lapse if not taken during the year of entitlement unless some other agreement is approved by the Chief of Police.

E. Vacation hours shall accrue during terminal leave in anticipation of ordinary service retirement under the Police and Firemen's Retirement System.

F. All vacation hours shall be selected by March 1st of that calendar year to reserve seniority priority. Any vacation hours selected after March 1st only can be used when minimum manning is available. If the vacation hours are unreasonably denied by the Chief of Police, the officer shall have until March 1st of the following year to use his remaining vacation hours. If the vacation hours are not used by March 1st of the following year, then they shall lapse. Vacation time for all officers must be utilized in minimums of four (4) hour blocks.

G. The vacation days of any officer who leaves with less than 5 years continuous service or who has not reached the top of the salary guide, whichever is later, shall be prorated.

ARTICLE VIII - CALL-OUT TIME

An officer called out on an emergency basis to administer breathalyser, operate radar, operate video tape, maintain firearms qualifications and/or attend an instruction course, investigate fatalities,

for special investigation photography or any other such duties called for and/or scheduled by the Chief of Police or other superior officers shall be paid a minimum of 4 hours call-out time.

ARTICLE IX - FUNERAL ATTENDANCE LEAVE

When the decedent is a legal or blood relative of the officer, the officer shall be permitted to take time off without loss of pay for all his regularly scheduled hours of work occurring between the day of death and day after the funeral (both days inclusive) up to a maximum of five (5) days, including regular days off.

ARTICLE X - UNIFORMS

- A. The Township will replace all uniform items at the discretion of the Chief of Police.
- B. An annual maintenance allowance shall be provided each officer during the term of this agreement according to the following schedule:

1996	\$ 450.00
1997	\$ 450.00
1998	\$450.00

- C. At the discretion of the Chief of Police, payment will be made by the Township for extraordinary repairs and/or cleaning resulting from abnormal or unusual damage sustained while performing police duties.

- D. After adoption of the Township budget, every officer serving as a detective shall receive a lump sum payment of \$700.00 as a civilian clothes allowance.

ARTICLE XI - OVERTIME COMPENSATION

- A. Police Officers shall be compensated for overtime in accordance with the provisions of Article XII. The compensatory time may be accumulated up to 240 hours during any one calendar year. One hundred twenty (120) hours of compensatory time may be carried forward into the next calendar year. At the end of each calendar year, each officer covered by this agreement will be

compensated for any accumulated compensatory time which is not carried forward into the next calendar year in accordance with the provisions of this Article.

(a) As used herein, the term "day" shall mean the 24-hour period beginning with the commencement of an officer's shift. The term "week" shall mean the seven consecutive day period of time beginning with the first scheduled work day for that employee. There shall be no pyramiding of overtime under this Agreement.

B. The following absences shall not be subtracted from the base period in determining the number of hours worked after which an officer is compensated at the overtime rate:

Compensatory time	Sick leave	Personal time
Vacation time	Holiday	

C. Where this Article conflicts with the provisions of the Federal Fair Labor Standards Act, the provisions of that Act shall prevail, unless the provisions hereof are more favorable to the employee.

ARTICLE XII - WORK PERIOD AND SCHEDULE

The schedule for all officers and sergeants shall be a 3/3 12 hour schedule for officers and a 3/3 12 hour schedule for sergeants or a 3/3 10 hour schedule with no compensatory time earned for the sergeants. The 3/3 12 schedule is based on a 12-day work period consisting of three consecutive work days followed by three consecutive days off. Said schedule also consists of rotating shifts where an officer rotates his shift after 1 cycle of each shift. The method and frequency of the rotation may be modified by the Chief of Police when necessary to schedule training and whenever an officer's rotation is changed from time to time. Academy training whenever possible will be scheduled during the officer's regular scheduled shift and any day off on which the officer

attends academy training will be recorded as 1 to 1 compensatory time. The number of compensatory hours earned by an officer for academy training in a specific 12 day cycle must then in turn be given off within the 12-day cycle or the hours will be converted to overtime.

The Chief of Police shall determine the manning levels, that is, the exact number of sergeants and patrol officers for each of the two shifts and four platoons that are necessary for the 3/3 12 schedule. In addition, the Chief of Police shall have the managerial right to alter said manning levels, from time to time, as he deems appropriate and necessary to insure the efficient operation of the department and/or where said adjustments shall be in the best interest of the department. Minimum manning levels must be met or the Chief of Police has the managerial right to cancel the 3/3 schedule if the stated manning levels are not met.

The 3/3 schedule operational for the entire 52 week calendar year will result in a total of 116 scheduled work hours over the contractual agreed upon annual hours of 2080 hours. The additional scheduled work hours would pose a significant overtime liability for the Township. However, the Township and the PBA agree that those additional hours will be recorded as 1 to 1 compensatory hours. The 116 compensatory hours may be used at a later time and date, but must be used by the end of the calendar year or be forfeited. Any compensatory time earned as overtime may be banked as provided in Article X. The parties recognize that, as the result of normal scheduling, detectives voluntarily and with the Chief of Police's permission may work thirty-two (32) hours in one week and forty-eight (48) hours the following week. Any such disparity in the number of hours worked in any one week as the result of normal scheduling shall not result in the payment of overtime. Any such hours worked over the normal schedule shall be compensable as overtime in accordance with this article. At the discretion of the Chief of Police, sergeants may be assigned a 3/3 10 hour

schedule with no compensatory time earned.

Police officers shall be compensated for overtime at the rate of time and one half for duties performed in excess of their regularly scheduled hours under either the 3/3 10 hour schedule or 3/3 12 hours schedule. An officer shall have the option to receive, in lieu of cash, compensatory time off at a one and one half to one ratio.

The parties recognize that detectives may occasionally require flexible scheduling. Accordingly, it is agreed that detectives may at their option and with the consent of the Chief of Police adjust their shift schedule by returning to duty without having sixteen hours off between shifts. As a result, they may work more than eight hours in a day. (For purposes of detective's day, a day shall be the 24-hour period starting with the hour that is first worked) Any such voluntary shift adjustment shall not result in the payment of overtime. However, if the detective is required to work more than 8 hours consecutive on any shift, or more than 8 hours in a day, he shall be paid overtime in accordance with the provisions of this Article.

A Sergeant, Officer or Detective who is assigned to a forty hour work week shall be compensated at the rate of time and one half for duties required to be performed in excess of their regularly scheduled forty hour work week or duties required to be performed in excess of eight hours in a day. All police officers shall have at their option to receive, in lieu of cash, compensatory time off at one and one half to one ratio.

The Chief of Police at his discretion may assign a Sergeant, Officer or a Detective to a forty hour work week, eight hour shifts. Accordingly a Sergeant, Officer or Detective shall not be required to work more than eight hours in a day. The parties recognize that a Sergeant, Officer or Detectives may require flexible scheduling as a result of their particular assignment. The parties

agree that a Sergeant, Officer or a Detective may at their option and with the consent of the Chief of Police adjust their shift schedule by returning to duty without having sixteen hours off between shifts. A Sergeant, Officer or Detective may at their discretion and with the consent of the Chief of Police work in excess of eight consecutive hours and not receive overtime. The hours worked in excess of eight hours in an eight hour day must be taken off within the twenty eight day period beginning with the Sergeant, Officer or Detective first scheduled day. However, if the Sergeant, Officer or Detective is required to work more than eight consecutive hours on any shift, or more than eight hours in a day, he shall be paid overtime in accordance with this Article (For purposes of a Sergeant, Officer or Detective a day shall be the 24 hour period starting with the hour that is first worked.)

ARTICLE XIII - HOSPITALIZATION

The Township shall maintain all present hospital and medical insurance programs in effect, specifically, the New Jersey State Division of Pensions State Health Benefits Program. The Township has the right to substitute equivalent coverage, except that no coverage shall be changed without prior consultation with the P.B.A.

ARTICLE XIV- OCCUPATIONAL INSURANCE

The Township shall obtain standard insurance for false arrest, malicious prosecution and liability for acts and omissions within the scope of police employment in amounts and from insurance companies considered appropriate by the Township Committee. The Township will provide the Association with one (1) copy of each policy required by this Article.

ARTICLE XV - COURT ATTENDANCE/JURY DUTY

A. Court Attendance. Officers not otherwise performing police duties who are required to attend a criminal court proceeding shall be entitled to receive, and Township shall pay, compensation in accordance with the following schedule:

1. When such attendance or appearance occurs during the officer's assigned duty hours, he shall suffer no loss in compensation.
2. When such attendance or appearance occurs outside the officer's duty hours, he shall be compensated for a minimum of three (3) hours at his regular contracted rate. When such court appearance time is in excess of the officer's 12 hour, 10 hour or 8 hour schedule, he shall receive compensation in accordance with Article XII of this Agreement

B. Jury Duty. Officers shall be given time off with pay for jury duty mandated by the courts. Upon completion of jury duty, the officer shall give the Chief a statement of the duration of the jury duty signed by the court clerk.

ARTICLE XVI - HOLIDAYS AND PERSONAL ABSENCE

A. All full time police officers shall be entitled to ninety-six (96) hours of holiday time per year.

B. Each officer must take forty-eight (48) hours of holiday time off during the course of the calendar year and any of those hours not taken by December 31st shall lapse. In extraordinary circumstances, the Chief of Police, in his sole discretion, may allow accrued holiday hours to be carried forward into the next calendar year. The officer in his discretion may take some or all of the forty-eight (48) hours of remaining holiday time or he may choose to be paid in compensation for up to forty-eight (48) hours at his or her prevailing rate at the end of the calendar year. For those

holiday hours. (up to forty-eight (48)), which the officer elects to be paid in compensation by November 1st of the calendar year, he shall receive payment for those hours on the first regularly scheduled payday in December in that calendar year.

C. In addition to his holiday hours, each employee who has notified the Chief of Police shall be entitled to remain absent from normally scheduled police duties for a total of twenty-four (24) hours of his own selection, with pay, at the discretion of the Chief of Police, which discretion shall not be unreasonably exercised. Such personal hours cannot be used on holidays except by permission of the Chief of Police.

D. Unless otherwise approved by the Chief of Police, holiday and personal hours must be utilized in minimums of four (4) hour blocks.

E. If an officer terminates his employment for any reason during the course of the calendar year, he shall be entitled to eight (8) holiday hours for those regular Township holidays which fell before his date of termination. Holiday hours shall not accrue and employees shall not be entitled to any additional holiday hours during any period of terminal leave. For purposes of this section, regular Township holidays shall include the following:

New Year's Day	Columbus Day
Memorial Day	Veteran's Day
Independence Day	Election Day
Labor Day	Good Friday
Thanksgiving Day	Day following Thanksgiving Day
Christmas Day	Washington's Birthday

F. The personal days of any officer who leaves with less than 5 years continuous service or who has not reached the top step on the salary guide, whichever is later, shall be prorated.

ARTICLE XVII - REIMBURSEMENT FOR EXPENSES

Each officer shall be reimbursed or afforded expense funds for all extraordinary expenditures

not otherwise compensable by the Township, incurred by the employee for job-related functions. A function shall be job related if it occurs during or results from the performance of police duties and is not otherwise compensated. Meals during the officer's regular shift in the Township are not compensable.

The following schedule controls where applicable:

<u>Item</u>	<u>Compensation</u>
Use of personal automobile	\$.25 per mile used, plus parking and tolls
<u>Item</u>	<u>Compensation</u>
Breakfast	\$ 8.00
Lunch	\$10.00
Dinner	\$12.00

ARTICLE XVIII - SICK LEAVE

A. For purposes of this Article, the following definitions shall control:

SICK LEAVE - Periods of time when an officer is unable to work because of sickness, illness, injury or other physical ailment.

RETIREMENT - Termination of employment by an officer who has more than ten (10) years service with the Long Hill Township Police Department. The officer's vested rights in the Police and Firemen's Retirement System or any other pension system shall be irrelevant in the context of this Article.

B. Officers with one or more years of service, shall receive ninety-six (96) paid sick hours per year. Officers with less than 1 year of service shall receive eight (8) hours of sick leave per month from the date of regular employment up to and including December 31, of the then current year, not to exceed eighty (80) hours.

C. Each officer's right to accrue sick leave benefits shall be governed by the following

provisions:

1. Any officer hired on or after January 1, 1987 may accumulate an unlimited amount of sick time as that term is defined hereinabove. Any accumulated sick leave not used by the officer during his period of employment shall lapse at the time of the officer's retirement or separation from the department. Officers subject to this Section shall not be entitled to apply their accumulated sick leave toward early retirement nor shall they be paid in one lump sum at the time of retirement or separation.

2. Those officers hired by the Long Hill Township Police Department on or before December 31, 1986 who had less than two hundred forty (240) hours of sick leave accumulated as of December 31, 1986 shall be allowed to accumulate up to two hundred forty (240) hours of sick leave, which time will be logged in the officer's personnel record. At the time of their retirement, officers covered by this Section may accrue an unlimited amount of sick leave over and above the initial two hundred forty (240) hours. For all hours in excess of two hundred forty (240), officers subject to this Section shall at the time of the retirement be paid for fifty (50) percent of the total accumulated sick leave up to a maximum of nine hundred sixty (960) hours at the officer's hourly rate of pay then in effect.

3. Those officers hired by the Long Hill Township Police Department on or before December 31, 1986 who had more than two hundred forty (240) hours of accrued sick leave as of December 31, 1986 will have that number of hours frozen as of that date. That number will then be logged in the officer's personnel record and at the time of his retirement, the officer will have the option of either applying that sick leave toward early retirement or being paid in one lump sum at his regular salary rate in effect at the time.

Those officers covered by this Section may accrue an unlimited amount of sick leave over and above the amount frozen as of December 31, 1986. For all days in excess of the number frozen, officers subject to this Section shall at the time of retirement be paid for 50% of the total accumulated sick leave up to a maximum of nine hundred sixty (960) hours at the officer's hourly rate of pay then in effect.

ARTICLE XIX - REIMBURSEMENT FOR EDUCATION COURSES

The Township shall compensate each officer who, during the course of his employment with the Long Hill Township Police Department, is enrolled and matriculated in a college program, the successful completion of which results in an associate or bachelor degree in police science, criminal justice or police related field. The amount of compensation shall \$30.00 per credit. Payment for each credit earned shall be made upon receipt of a certificate that the officer has attained a grade of "C" or better. In addition, the Township shall reimburse each officer engaged in such college program for the cost of required books and tuition charges not paid or eligible under other educational aid programs, upon receipt of a certificate that the officer has attained a grade of "C" or better. All required books purchased pursuant to this Article shall become the property of the person successfully completing said course of study.

Any officer who has earned his associate degree in police science, criminal justice or other police related field shall receive an annual payment of \$500.00 in addition to his annual salary, payable in his regular paycheck. Any officer who has earned his bachelor's degree in police science, criminal justice or other police related field shall receive an annual payment of \$750.00 in addition to his annual salary.

ARTICLE XX - TERM OF EMPLOYMENT

The Township agrees that the employment of officers covered by this Agreement shall be indeterminate and continuous.

ARTICLE XXI - DISCIPLINE

Discharge, suspension, fines, removal or demotion may be imposed only in accordance with R.S. 40A:14-147. Oral and written reprimands may be appealed through the chain of command in accordance with Police Department regulations. Oral reprimands may be appealed only to the Chief of Police level. Written reprimands only may be appealed to the Police Commissioner (Township Committee Liaison to the Police Department) by filing a written appeal with the Police Commissioner within seven (7) days of receipt of the Police Chief's determination. The determination of the Police Commissioner shall be final and there shall be no right of appeal from that determination.

ARTICLE XXII - OFF-DUTY EMPLOYMENT

A. Officers shall be paid at the rate set forth below for work scheduled during their off duty hours for third persons, including but not limited to construction traffic duty, when such work is provided through the police department and when the officer is paid by such third person:

1996 - \$ 37.00

1997 - \$ 37.00

1998 - \$37.00

Officers shall be paid a minimum of four (4) hours for all such days.

B. An officer shall be entitled to engage in and obtain other lawful work while off duty under the following conditions:

1. Outside employment which requires the carrying of a firearm as a condition of employment is prohibited.
2. In no event shall an officer wear his Long Hill Township uniform or carry his department firearm or other department issued equipment during the course of such outside employment.
3. It is understood that the officer will consider his position with the Township as his primary employment. Any off-duty employment or activity shall not interfere with the officer's efficiency in his position with the Township and shall not constitute any real or perceived conflict of interest with his position as a Long Hill Township police officer.
4. If an employee's off duty employment impairs the employee's performance of his police duty, or if conflict of interest subsequently arises, the Chief of Police shall direct that such off-duty employment be discontinued. Failure to heed such directive may result in disciplinary action being taken against the officer in accordance with this Agreement.

5. Information concerning off duty employment shall be filed with the Chief of Police. The information provided to the Chief of Police shall be on forms approved by the Chief of Police and include the officer's name and address, and the current employer's name, address and phone number so that the officer can be contacted in an emergency situation.

ARTICLE XXIII - P.B.A. MEETINGS AND CONVENTIONS

In accordance with the provisions of N.J.S.A. 40A:14-177, the Township shall give a leave of absence with pay to members of the PBA who are duly authorized representatives of the New Jersey State Police Benevolent Association, Inc. to attend county, state or national conventions of such organization, in accordance with the parameters set forth hereinbelow. A certificate of

attendance at the state convention shall, upon request, be submitted by the representative so attending. The leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention. The parties hereto agree that one PBA representative shall be entitled to attend a monthly county or state meeting, if the PBA has given the Police Chief seven (7) days notice of such meeting. Two (2) representatives of the PBA shall be entitled to attend one (1) annual and one (1) annual "mini" convention if the PBA has given the Police Chief ninety (90) days notice of such convention. The PBA representative, if scheduled to work the day shift, will be granted the day off to attend the meeting. If the PBA representative is scheduled to work the night shift on the day of the meeting, the representative will have the choice of taking off the shift prior to the meeting or the shift after the meeting, provided that the required notice was given to the Chief of Police.

ARTICLE XXIV - LEGAL DEFENSE

Whenever an officer is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the Township Committee shall provide said officer with the necessary means for the defense of such action or proceeding by reimbursing the officer for reasonable attorney fees paid by the officer to an attorney of the officer's choice at an hourly rate not to exceed the then current rate charged by the Township Attorney. Any charge in excess of the Township Attorney's rate shall be the sole responsibility of the officer. This provision shall not apply to the officer's defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the

officer, he shall be reimbursed for the expense of his defense.

ARTICLE XXV - NON-POLICE DUTIES

No officer shall be required to hand wash police cars, shovel snow from sidewalks at Police Headquarters or perform any other similar duty which would clearly not fall within the generally accepted job description for police officers.

ARTICLE XXVI - GRIEVANCE PROCEDURE

A. It is the intent of the parties to this agreement that the grievance procedure provided for herein shall serve as a means for peaceable settlement of any and all disputes concerning the interpretation application or violation of policies, agreements, and administrative decisions, except matters determined by PERC to be nonnegotiable management prerogatives and except disciplinary matters which are covered by Article XXI of this agreement.

B. Any aggrieved police officer shall present his grievance within ten (10) calendar days of its occurrence or such grievance shall be deemed to be waived by the Association and employee.

C. In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1. The officer and the Association representative or the officer, individually, but in the presence of the Association representative, shall file a grievance in writing with the Chief of Police. The Chief shall then render his decision in writing, and serve it upon the P.B.A., within ten (10) calendar days of his receipt of the grievance. If the officer and the Association representative are not satisfied with the Chief's decision, they shall sign a written complaint and file the grievance with the Administrator within ten (10) calendar days of the Chief's decision.

Step 2. The Administrator will consider the grievance in the presence of the complainant, the Police Chief, the employee and the Association representative. The Administrator will render a decision in writing within ten (10) calendar days of his receipt of the appeal. If not satisfied with the Administrator's decision, the officer and the Association representative shall sign a written appeal and file it with the Township Committee within ten (10) calendar

days of the Administrator's decision.

Step 3. The Township Committee shall consider the grievance in the presence of the complainant, the Police Chief, the employee and the Association representative. The Township Committee shall have a minimum time of seven (7) days and a maximum time of thirty (30) days from receipt of the appeal to act on said grievance. In the event that the grievance is not settled before the Township Committee, the matter shall proceed to arbitration.

D. All grievances that reach the Township Committee will be heard in private in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-1 *et seq.*, unless all the individual officers whose rights could be adversely affected request in writing that such matter or matters be discussed at a public hearing.

E. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Township's last answer. If the Township does not answer an appeal of a grievance within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE XXVII - ARBITRATION

A. If a grievance is not satisfactorily settled under Article XXVI, paragraph C, step 3, it may be submitted to arbitration by either party, provided notice in writing of the intent to do so is given to the other party within twenty-five (25) calendar days of the Township Committee's decision under Article XXII, paragraph C, Step 3. However, if existing statutes of the State of New Jersey make different provisions for arbitration, the provision of the State statute shall prevail.

B. After giving notice of intent to arbitrate as provided in paragraph A above, the moving party must request the Public Employment Relations Commission to submit a list of arbitrators from

which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

ARTICLE XXVIII - EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of policemen in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or agreement between the Town and the Association or any individual employee covered by this Agreement is hereby superseded.

ARTICLE XXIX - CHECK OFF

The Township, as Public Employer, agrees to deduct the initiation fees and/or dues of ten dollars (\$10.00) per month, five dollars (\$5.00) to be deducted from each pay or such other rate as shall be designated by the P.B.A. from the wages of each officer who is a member of the Association and to forthwith remit the same to the President of the Association, or to such other person as may be named as President of the Association. The Township shall be furnished by the Association, as a condition precedent to the deduction of the amounts referred to herein, a sufficient and proper written authorization, in accordance with R.S. 52:14-15.9(e), from each officer whose salary such deductions are to be made, authorizing the deduction of fees and dues as heretofore provided. The Association agrees to indemnify and shall be responsible for any claims presented by an officer against the Public Employer regarding or concerning dues check-off.

ARTICLE XXX - SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XXXI - EXPIRATION OF CONTRACT

The parties hereto shall commence negotiations for the 1999 contract on or about September 15, 1998. In the event that a new contract agreement is not reached by December 31, 1998, for a subsequent year or years, the provisions of this agreement will remain in full force and effect until a new agreement is signed.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals or caused these presents to be signed by their corporate officers and the corporate seal to be affixed on the day and year first above written.

Attest:

PBA LOCAL 322

James W. Loree
JAMES W. LOREE
DELEGATE

Daniel Heiden
Daniel Heiden, President

Attest:

TOWNSHIP OF LONG HILL

Anita C. Manore
Anita C. Manore
Township Clerk

Maynard L. Nergaard
~~Sam V. Johnson~~, Mayor
Maynard L. Nergaard

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